

GOVERNMENT OF MADRAS.

LA (195 3) Department.

<u>Endorsement</u>
<u>D.O.</u>
<u>Memorandum</u> ✓
<u>Lodged</u>
No. 37187/53-1-H
Dated 5/8/1953.

FURTHER PAPERS.

Department.

Number.

Series.

Date.

FOR MYSORE STATE

7. 9209/52

Municipal Office, Mangalore
Dated 20th June, 53.

44574

From

Sri L.C. Richard, M.A.,
Commissioner, Mangalore Municipality
Mangalore.

To

The Secretary to Government,
L.A. Department, Fort St. George
Madras.

Through

The Inspector of Municipal Councils And Local Boards, Madras,
The Chairman, Municipal Council, Mangalore.

Sir,

Sub: Buildings - shop building - Door No. 14-33F in the Bus Stand
premises - leasing of without auction for 52-53 - Sanction
requested.

The annual sale of Markets, Cart Stands, Slaughter houses, shop building etc. belonging to this council for the year 52-53 was posted for 28-2-52 and 29-2-52. The sale was duly published by beat of tom in the town and also by publication in the District Gazette and in local news papers. A copy of the sale notification dated 19-2-52 is enclosed.

Most of the lessees of municipal shop buildings for the year 51-52 applied to the municipal council to renew the lease of the shops in their favour for the year 1952-53 on the existing rents in advance. The council having approved their requests, Government were addressed in this office reference No. A6. 22310/51 dated 22-7-52 to accord necessary sanction and Government in their Memo No. 38435-1H L.A. dated 6-11-52, copy enclosed were pleased to approve the resolution of the Council.

The lessee of the shop No. 14-33F for the year 51-52 who was paying a rent of Rs 151/- per month did not ask for the renewal of the lease for 1952-53. On the other hand he informed this office that the shop may be put up for auction. Accordingly, the said shop was notified for sale in the annual sale notification dated 19-2-52.

At the auction held on 29-2-52 the highest bid secured in respect of the above shop for the year 1952-53 was Rs 26/- per month as against rent of Rs 151/- per month secured in auction for the year 1952-52. The Contract Committee in its resolution no. 14 dated 21-3-52 did not accept the offer, and ordered a resale. At the resale held on 28-3-53, there were no bidders at all. A third resale was held and again there were no bidders forthcoming. The shop remained closed for some time for want of a tenant.

On 7-6-52, one Sri. M.S. Baliga, who was the lessee of the shop during 1951-52, applied to the council, original copy enclosed, informing that he is prepared to take up the lease of the shop No. 14-33F on a rent of Rs 27/- per month. The Council in its resolution No 931 d/ 28-6-52 copy enclosed, accepted the offer made by Sri. M.S. Baliga. The shop was accordingly leased to him, on a rent of Rs 27/- P.m. from 1-8-52 to 31-3-53.

In this connection, I have to state the circumstances under which the above shop was leased to the above individual on such a high rent of Rs 151/- per month during 1951-52.

The shop in question is a small triangular shop with a conical roof. It is situated at the rear of shop No. 14-DE which is also leased to Sri M.S. Baliga. When the shop was constructed in 1951-52, Sri M.S. Baliga applied to the Council to give the shop to him on a reasonable rent as it is situated immediately to the rear of shop No. 14-33DE. But the Council declined to comply with his request and ordered that it should be sold in auction. The shop was accordingly auctioned on 28-8-51 after giving due publicity. At the auction Sri M.S. Baliga and Sri B. Narsappa went on bidding and when the former had offered Rs 151/- per month the latter withdrew from further contest and sale was closed in favour of Sri M.S. Baliga for Rs 151/- per month. The Council accepted the above bid for the period from 1-10-51 to 31-3-52. Evidently it was only due to unhealthy rivalry that existed between Sri M.S. Baliga and Sri B. Narsappa that the bid soared so high as Rs 151/- per month. A fair rent in respect of the above shop can be reasonably estimated at Rs 27/- per month.

In the circumstances stated above the Council considered that the rent of Rs 27/- per month offered by Sri M.S. Baliga for 52-53 was fair and hence accepted it. If the said offer, the shop had remained closed and the municipality would have lost the rent in respect of the shop.

As regards current year, 1953-54, is concerned the lease of the said shop has been renewed at 5% above the existing rent in accordance with the principle followed by the Council in the matter of leasing of municipal shops to other existing lessees and Government in their order No. M.S. 947 L.A. dated 29-4-53 have approved the action of the Council.

In the circumstances stated above Government may be pleased to approve the resolution of the Council in resolution no 931 d/28-6-52 accepting the offer made by Sri M.S. Baliga to take up the shop on a rent of Rs 27/- per month from 1-8-52 to 31-3-53.

The delay in making this reference may please be condoned. Steps will be taken to prevent recurrence of such delays in future.

FORWARDED

COMMISSIONER

CHAIRMAN, M.C.

1/28-6.

Encl:- (1) sale notification for 1952-53.

(2) copy of G.O. 38435-1 H L.A. dt 6-11-1951

(3) copy of petition dt. 7-6-1952 from Sri M.S. Baliga

(4) C.R. No 931 dt. 28-6-1952

61/10 of the Inspector of Municipalities and Local Boards, Madras I

N.M.C. No 445/74/13 dated 24-7-1953

ForWARDED.

For Inspector

To The Secretary to Govt. L.A. Dept

GOVERNMENT OF MADRAS
Local Administration Department.

Memorandum No. 38435-1 H dated 6th November, 1952.

Sub: LEASE - Mangalore Municipal Council - Lease of Municipal shops in favour of existing lessees - orders passed.

Ref: From the Commissioner, Mangalore Municipality No. 46.1 dated 22nd July, 1952.

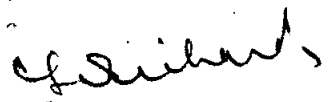
From the Inspector of Municipal Councils and Local B

L.Dis. 44998/52 dated 16th September, 1952.

The Commissioner Mangalore Municipality is informed that the question of selling the leases in public auction in respect of items 19 to 22 and 24 to 26 referred to in the list furnished with his letter cited, does not arise as the annual rent of a shop is less than Rs. 200/-. As regards the other shops, Government have no objection to the proposal of the Municipal Council contained in its resolution No. 945 dated 12th July 1952-53 to permit the existing lessees to continue their leases for 1952-53 at the rents fixed by the Council.

J. Sivanandam,
Secretary to Government.

(True copy)


Commissioner M.M.

6/11

Extract from the proceedings of the Mangalore Municipal Council
Dated 28-6-1952.

Read: A5.9209/52. Petition dated 7.6.52 from Sri. M. S. Baliga, offering to pay a rent of Rs. 27/- per month for the triangular shop in the bus stand building and Commissioner's note dated 11-6-52 requesting the Council to consider the offer given by Sri. M. S. Baliga.

C.R.No.932.

The offer of Sri. M. S. Baliga is accepted.

(True copy)

Sd. K. S. N. Adiga,
Vice Chairman, M.C.

[Signature]
Commissioner M.M.

21/7
To

The Chairman-in-Council,
Mangalore Municipality,
Mangalore.

Through: The Commissioner, Mangalore Municipality, Mangalore.

From

M. S. Baliga,
Staff Holder in Bus Stand,
Mangalore.

Sir,

The tiny and triangular shop on the rear of the shop occupied by me bearing No. 14-33 F, was auctioned for a rent of Rs. 26/- per month for the year 1952-53 which the Council did not accept. Hereafter the shop in question was put up for auction twice, but the sale was adjourned for want of proper bidders. The said shop (14-33F) being so small, cannot be used; hence nobody is interested to take this shop on lease. I am prepared to take up the shop on rent for a sum of Rs. 27/- per month. If my offer is acceptable to the Council, I am prepared to abide by the rules and regulations of the Council.

Hoping to hear from you at an early date and thanking you.

Yours faithfully,

Mangalore,
7-6-1952.

Sd. M. S. Baliga.

(True copy)

[Signature]
Commissioner M.M.

u.4.7. Compd. *[Signature]*

MANGALORE MUNICIPALITY

Notification under Rule 6 of the Rules in G. O. No. 1675 L. & M.
dated 1-5-1933 as amended by G.O.No.1974 L.A. Department, dated 22-7-1941

ANNUAL SALE NOTIFICATION 1952-53.

The Annual sales for 1952-53 in respect of the following will be conducted by public auction by the Executive Authority under the provisions of Section 260 of the District Municipalities Act 1920 as amended, at the Municipal office, Mangalore on 28-2-'52 commencing from 2 P. M. If the sale is not completed on 28-2-'52 the same will be taken up on 29-2-'52 at 2 P. M.

Description of the Market, Farms etc.,	Security deposit required to be made before bidding Rs.	No. of workers whose pay etc. is to be borne by the lessee (Vide para 15)
1. Webster Market excluding the 18 shops bearing door Nos. 13-874 to 891 facing Market road and 9 shops door Nos. 13-892 to 897 A, B, C facing Bhavanthi street and 9 Mutton stalls in the Market	500-0-0	4 workers
2. Nine mutton stalls in the Webster market. (NOTE:- Each mutton stall will be separately auctioned.)	50-0-0	1/9 worker (for each stall)
3. Flower market in Car street.	200-0-0	1 worker
4. Karangalpady vegetable market (Entire premises with building)	200-0-0	1 do
5. Kankanady market ex-cluding two beef stalls, two mutton stalls and a pork stall but including all other shops inside the market.	200-0-0	2/3 worker
6. (i) Two beef stalls in the Kankanady market	50-0-0	1/15 ,, (for each
(ii) Two mutton stalls do.	50-0-0	1/15 ,, stall)
(iii) One pork stall do.	20-0-0	1/15 ,,
NOTE:-Each mutton and beef stall will be separately auctioned.		
7. Four beef stalls in Beef market in market road NOTE: Each stall will be separately auctioned.	100-0-0	1/4 worker (for each stall)
8. (i) Jeppu market with all stalls within the market but excluding mutton stall in it.	100-0-0	1/2 worker
(ii) Mutton stall in Jeppu Market.	10-0-0	1/16 ,,
9. Kudroli market excluding the four shops facing Kudroli Road.	50-0-0	1/4 worker
10. Boloor market entire premises and building.	100-0-0	1/2 worker
11. Kadri market excluding the mutton, pork, and beef stalls but including the 11 newly constructed shops	100-0-0	1/2 worker
12. (i) Mutton stall in Kadri Market.	20-0-0	1/12 worker
(ii) Pork stall in Kadri market.	10-0-0	1/12 ,,
(iii) Beef stall in Kadri market.	25-0-0	1/12 ,,
13. Bijai market (entire premises with building)	50-0-0	1/4 worker
14. Bejai Kapikad market.	50-0-0	1/4 ,,
15. Sheep slaughter house in Webster market.	50-0-0	1 worker
16. Beef slaughter house at Attavar.	50-0-0	1 worker
17. Jutka stands at Kadri, Kankanady, Shedigudda,		

Volkart Bros., Mangaladevi near the temple Guliga Hithlu at the Bus stand and Bunder near P. L. & Co.	50—0—0	1½ worker
18. Cart stands at Kankanady, Bunder near Vartak vilas, Padavu near the old Municipal school building, Jeppu near Morgan's gate.	50—0—0	1½ worker
19. (i) 12 rooms in the 1 floor and 2 rooms in the Top Floor of the Bus stand at Guliga Hithlu but excluding the room in the ground floor.	500—0—0	1½ worker
(ii) Collection of fees of the Bus stand (excluding Jatka Stand fee collection)	500—0—0	1½ worker
(iii) One window in the booking office block (now occupied by Mangalore Motor Service)	50—0—0	
20. (i) Shop building bearing Nos. 13— ~~880~~ , 882, ~~884~~ , 885 and ~~886~~ , in market road.		
(ii) do. Nos. 13-892, ~~893~~ , ~~894~~ , 897, B, C in Bhavanthi Street.		
(iii) do. No. 14-33F in the Bus stand premises (Triangular shop behind) Door No. 14-33 D. E.)		

The following common conditions apply to all the above sales:-

1. A list of bids provisionally closed at the auction will be placed before the Council or the Contracts Committee, as the case may be as early as possible after the auction and the Council or the Committee, as the case may be, will determine which of the bids at the auction shall be accepted after ascertaining the solvency as required in G. O. No. 3136 L. & M. dated 7—11—1924. In the cases where the highest bid is less than that of the previous year the council or the committee shall have the option to allow the existing lessee or licensee for 1951-52 to continue during the year 1952-53 on the existing rent, if the said licensee or lessee so desires. The Council or the Committee is not bound to accept the highest or any bid. The selection of the highest bidder and the final settlement of the terms and conditions subject to which the license would be granted will vest with the Council or the Committee.

2. No person will be permitted to bid at the auction unless he deposits as security the sums noted against each item mentioned above.

3. Separate deposit will be required in respect of each item, but this condition may be relaxed in any particular case. The deposits of unsuccessful bidders will be returned soon after the Municipal Council or the Committee determines who the successful bidder is. A bid made cannot be withdrawn. The Executive Authority has the discretion without assigning reasons to stop any person from bidding. The upset price at which the auction will commence will be fixed and altered by the Executive Authority at his discretion.

4. The successful bidder shall within 3 days of the confirmation of the bid in his favour deposit a further sum which will make the total deposit to one-fourth of bid amount. If the deposit is not made up the deposit already made will be forfeited to the Council and the farm will either be resold or managed departmentally and the defaulter will be liable for any loss sustained therefrom which will be recovered from any amount of the defaulter that may be with the Council or otherwise. He will not be entitled to participate in any profit. The balance of the bid amount shall be paid in 9 equal instalments on or before the 7th day of every month commencing from 1—4—1952. If any instalment is not paid in time, the licensee shall pay the amount of such instalment within the month to which it relates together with interest thereon at 6½% per annum from date of the default till payment is made. If any instalment due is not paid on the due date or within the month in which it becomes payable with interest e. g. if the instalment due on 7th April 1952 is not paid before 30th April 1952 the license may be cancelled and the farm managed departmentally or otherwise at the risk of the licensee till it is resold. The licensee will be responsible for all losses thus caused to the municipality but will not participate in profits. The licensee

will not be entitled to receive any notice for paying any dues to the Council. The Commissioner reserves the right to demand increased deposit or the full annual Fee in advance.

5. The deed of license shall be executed and registered within 7 days of the confirmation of the sale unless a shortertime is fixed by special order and no person shall be allowed to exercise his right as a licensee until the deed is executed. The licensee will not be entitled to the right of collection as a matter of course unless and until the deed is executed. He shall execute and register at his cost on a stamp paper an agreement in the prescribed form embodying the terms of the final settlement of the terms and conditions subject to which the license is granted. If the agreement is not executed within the prescribed time, deposit made will be forfeited and the farm is liable to be resold or managed departmentally at his risk but he will not be entitled to participate in any profit. He will be liable for any loss which will be recovered from any money of the party that may be with the Council or otherwise. In the case of shops which are separately leased the lessee shall execute and register a lease deed on a proper stamp paper at his own cost as required under the rules.

6. The Contractor will on execution of the agreement be put in charge of the farm on 1st April 1952 or may be put in charge thereafter on execution of agreement and subject to the provisions of the sale notice, the agreement and payment of the kist instalments continue the management thereof till 31st March 1953.

7. For breach of any covenants, terms, conditions and of provisions of the agreement including the provisions regarding payment of the kist the licensee is liable to be fined by the Executive Authority at his discretion a sum of Rs. 10/- for each breach and a further penalty of Rs. 5/- for every day during which the breach continues and further the contract is liable to be cancelled by the Executive Authority. On such cancellation the farm may either be taken under departmental management or resold or other suitable arrangements made for the management thereof or the farm closed if found necessary and all loss occasioned thereby shall be made good by the licensee and the Council will have the right to recover the loss from any money of the licensee with the Council or by other proceedings. He will not be entitled to participate in profits if any.

8. The licensee will be liable to make good any amount of arrears against him or sums adjudged due by him even after the termination of the license.

9. Any arrears of kist or other sums payable by the licensee may be recovered by adjustment from the deposit referred to in paragraph 4 and if this is done the licensee shall make good the deposit.

10. The licensee shall be liable to pay such ground rent or land revenue as the Collector may fix and this shall be deposited along with the first kist. Lighting charges will not be recovered from the Contractors or licensees.

11. The licensee, his agents, servants and vendors shall obey the rules and by-laws and such orders that may be issued from time to time by the Executive Authority for the regulation or management of the farm. Such orders will include order in regard to sanitation of the farms, arrangement of wares and allotment of stalls or shops and farms in the case of markets.

12. The licensee shall not allow any advertisement as such to be displayed on the farm. The Municipality has the right to do this and charge fees therefor or levy ground rent and the licensee will not be entitled to any portion of this amount.

13. The Council reserves the right of opening new markets or mutton, pork or beef stalls inside the Municipality and the lessee cannot claim any remission on this account. The Council also reserves the right of opening new shops, mutton or beef stalls within the market premises during the course of the year. In such cases these will be separately leased and the Contractor of the market etc. who has already taken it on contract will not have the right of collection of fees in respect of these new stalls or shops.

14. Every licensee shall cause the farm to thoroughly washed with water as often as may be necessary and atleast once in 24 hours. All refuse matter collected from such farm shall be deposited in such receptacles as may be provided for the purpose in such place. The Executive Authority has the discretion to make departmental arrangements for attending to the work referred to in this clause and the clause immediately following and recover such costs as he may consider reasonable from the licensee monthly or aftener. He may require the licensee to deposit the cost in advance.

15. The sanitation of the farms will be attended to by the Municipality at the cost of the licensee. The cost of brooms, ropes and disinfectants will have to be borne by the licensee. The number of workers whose pay will be recovered is noted against each farm and the Council reserves the right to increase the number at any time during the year covered by the license. A fourth of the cost of workers should be deposited along with the deposit referred to in para 4 above and the balance cost of workers paid in 9 monthly instalments with the kists referred to in the same para. The licensee will be responsible to pay any increase in wages etc., of the workers that may be granted from time to time and any arrear that may be allowed retrospectively even after the expiry of the license.

The licensee is responsible to make arrangements to have the wares displayed by vendors in proper order and he shall carry out all directions that may be issued by the Executive Authority. The right of allotment of shops or stalls to Vendors when there is more than one claimant vests entirely with the Executive Authority.

16. The farm shall not be transferred by the licensee. It shall be surrendered at night on 31-3-1953 unless the license is cancelled prior to that. No remission whatsoever will be allowed to the licensees on any account.

17. The Municipal Council reserves the right of compelling the vendors to sell their articles in the market at the rates that may be fixed by the Council or Collector under the law and expect those who sell at higher rates.

18. The right of leasing municipal plots for erection of banks in Bus Stands, Cart Stands and in Markets is reserved.

19. Defaulters will not permitted to bid at the auction.

20. The special conditions peculiar to each of the farms are given below.

All Markets

(a) The licensee or any person appointed by him to collect the ticket fees cannot collect more than one anna on every basket or other load of articles including fish carried by one person at a time to the market for sale. The licensee will also be entitled to levy a fee of one anna from every vendor in the market who may be found not to have paid the fee while entering the market. If a head load, after it is taken into the market, is shared among several persons for the sale inside the market the licensee will have the liberty of collecting a separate fee of one anna on each of such loads. The licensee or any person appointed by him to collect the ticket fees cannot collect more than Rs. 0-1-0 on every basket or other load of fish carried by one person at a time to the market for sale. The licensee will also be entitled to levy a fee of Rs. 0-1-0 from every vendor in the market selling fish who may be found not to have paid the fee while entering the market. If a head load of fish after it is taken into the market is shared among several persons for the sale inside the market the licensee will have the liberty of collecting a separate fee Rs 0-1-0 on such loads of fish. Unsold dry fish may be kept inside the dry fish store-room during night time on payment of a fee of Rs. 0-1-0 per basket per night. The licensee is entitled to collect rents in respect of the open stalls and shop buildings within the markets at the rates shown below:—

Description of stall or shop	rate of daily rent.
(1) Open vegetable stalls in the vegetable wing of webster market	0-4-0 per stall
(2) Open shops or stalls on the southern side of the vegetable wing in Webster market	0-10-0 do.

- (3) Shops in the Webster market behind the row of shops in market road & Bhavanthi street 0-12-0 per shop
- (4) Shops in the Webster market in the southern wing of the market building 1-0-0 do.
- (5) Open vegetable stall in the Kankanady Market excluding stall No. 3. 0-4-0 do.
- (6) Open vegetable stall No. 3 in the Kankanady market 0-6-0 do.

Persons holding stalls or shops in the market are not liable to pay fees at the market gate on their goods subject to the following Conditions:—

(I) Keepers of open stalls are permitted to take in as many head loads per day as are equivalent to the head loads that would be covered by the daily rent payable by them.

(II) Shop keepers inside the Webster market and Kadri Market are permitted to take in 2 single cart loads of articles.

In all other cases the Executive Authority will fix the limit.

When articles are brought into the market by means other than head loads the licensee is entitled to collect gate fees at the following rates:—

Nature of Coveyance of articles			Fees per cart or lorry load or portion thereof.
(1) For every 2 wheeled hand cart	....	....	0-4-0
(2) For every 4 do.	....	....	1-0-0
(3) For every single bullock cart	....	....	0-8-0
(4) For every double do.	....	....	1-0-0
(5) For every Lorry	....	....	4-0-0

(b) No person shall spit in any market except in receptacles or places as are provided for such purpose.

(c) The licensee may transfer his license on the stalls or the shops if any inside the markets (this does not include the shops facing the Market Road and Bhavanthi Street which are being separately dealt with by the Council) in such manner as he considers suitable subject to the directions of the Executive Authority either on daily or monthly basis, for the period of the license but all such arrangements will not bind the Council, if the license of the farm has for any reason to be terminated. The fees to be charged shall not exceed the maximum fixed by the council and a schedule of such fees will be open for inspection at the Municipal Office. Articles shall not be permitted to be sold in passages and except in the case of the Karangalpady market in open spaces not set apart for the purpose. The Executive Authority may reserve for Municipal use any Shops or Stalls inside the Market or require the licensee to surrender such stalls or shops to him and the Contractor will be given a rebate on the shops or stalls.

(d) The licensee will not be allowed to erect any shops, stalls, platforms or any other structure either of a temporary nature or otherwise without the written permission of the Council. He should confine his privilege to shops or stalls provided for by the Council inside the market premises. No person shall use any naked light nor shall any person light any fire or cook in any part of markets. He has no right to collect fee from the vendors outside market premises. Pork, beef and mutton shall not be sold or permitted to be sold in the markets, except in the Kankanady and Kadri Markets and as provided below. In the Webster Market premises there are mutton stalls but these are not included with the Webster Market Farm. Fish shall not be stocked or sold or permitted to be stocked or sold inside the Flower Market at Car Street or Karangalpady Market. These are purely vegetable and flower markets. No market or any portion thereof shall be utilised for sale of any article other than the one for which it is intended and the licensee shall always conform to the orders that may be issued from time to time by the Executive Authority regarding the sales. Mutton will be permitted to be sold in Jeppu Market. Pork may be sold in the Bijal Market and the licensee shall not levy a fee of more than one anna per basket of pork

(e) The licensee shall issue a ticket in such form as may be laid down every person from whom fee is collected.

(f) No leper or other person suffering from an open sore or any loathsome or contagious or dangerous disease shall carry on any business or assist in carrying on of any business in such market. Any person committing a breach of this rule shall be expelled from such market by the person in charge thereof.

(g) Any person who is found drunk, or begging or loitering or making noise or using insulting or abusive or obscene language or misconducting himself in any manner in such market shall be expelled therefrom by the person in charge.

Mutton Stalls and Beef Stalls

(a) No meat or beef other than of animals slaughtered in the Municipal slaughter house and passed as suitable for human consumption by any officer deputed for the purpose shall be exposed for sale in the stalls.

(b) Right to issue licenses under Section 269 of the District Municipality Act 1920 as amended for sale of mutton or beef elsewhere in the town is reserved.

(c) The passing of animals for slaughter by the Officer deputed by Executive Authority will be conducted between the hours 6-30 and 8 in the morning. The slaughter will be done at such time as may be prescribed from time to time.

(d) The license will be subject to the observance of provisions of Madras Meat Dealers' Control Order or other orders or Act issued by Government or other competent authority from time to time.

Special Conditions for Beef and Sheep slaughter houses

(a) Sheep or goats and cattle alone will be allowed to be slaughtered in the respective slaughter houses as hitherto.

(b) Sheep or goats will not be allowed to be slaughtered in the beef slaughter house and vice versa. The beef slaughter house is likely to be shifted during the course of the year.

(c) The animals shall be slaughtered only at such time as may be fixed by the Executive Authority from time to time.

(d) The meat of the slaughtered animals should be kept in the house and be cooled for two hours after slaughter.

(e) Only healthy animals would be allowed to be slaughtered by a butcher and for this purpose the animals intended for slaughter will be regularly inspected daily by the Officer deputed by the Executive Authority and only such animals as are passed by the said Officer as healthy and fit to be slaughtered by him must be taken into the slaughter house and no others.

(f) No animals other than those that are passed by an Officer deputed and authorised by the Executive Authority are allowed to remain in the Webster Market after 10 a. m.

(g) The meat of the slaughtered animals shall be conveyed for sale to places allotted in the Municipal Markets, only in clean covered receptacles which shall be dust and fly proof and will not be allowed to be sold in the precinct of slaughter house or intermediate place.

(h) The licensee shall be bound to allow every person wishing to slaughter animals in the slaughter house, to do so and may levy fees at the rates not exceeding an anna per head of sheep or goat and eight annas per head of cattle.

(i) The Council reserves the right to substitute at any time any other building or buildings anywhere in the town in place of the present ones and no reduction in the fees will be allowed on this account.

(j) The Executive Authority reserves the right vested in him under Section 256 of the Act.

Special Conditions for Cart and Jutka Stands

The stands should not be used for any other purpose.

The licensee shall on no account levy fees for accommodation of carts etc. rates exceeding the following:—

	Rs.	As.	Ps.
(i) For all stands except stand in Guligahithlu Bus stand			
For each cart without springs per day	0	1	6

Note:— Collection of fees from carts that do not use the cart stands will entail the cancellation of lease and the resale of the farm at the risk of the lessee. This will be strictly enforced

(ii) For each cart, carriage or jutka with springs per day	0	1	0
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Special rates in respect of Guligahithlu Bus Stand

For each Motor vehicle Re. 0—4—0 per day or Rs. 7—8—0 per month if paid advance.

Special Conditions in respect of the Lodging Rooms in the 1st and 2nd Floor of the Bus Stand Building in Guligahithlu:

The following regulations will govern the lease of the 1st and 2nd floor of the Bus stand.

(1) The maximum fee to be charged for a room shall be as hereunder:

Rupees 2 per day (of 24 hours or portions thereof) per room irrespective of the number of persons occupying the room for a maximum period of three days and Rs. 3/- per day (24 hours) after expiry of the 1st three days for additional days. No person shall be permitted to occupy after a period of 7 days.

(2) The Municipality has supplied the following items for each of the rooms:—

- (1) Two benches to serve as a cot with mosquito curtain fittings.
- (2) One table without drawers.
- (3) One chair.
- (4) One coat rack.

(3) The lessee will observe the following conditions:—

(i) The rooms and the premises shall be kept in proper sanitary condition to the satisfaction of the Executive Authority.

(ii) Half the charges of maintaining a scavenger for cleaning the latratory attached to the 1st floor shall be collected from the lessee.

(iii) The lessee shall maintain at his own expense a Watcher.

(iv) The lessee shall maintain a register showing:

- (a) the names and addresses of persons occupying the rooms.
- (b) the time of their occupation and departure.
- (c) the fees paid.

The registers shall be available at all times for inspection of the municipal authorities.

(v) The Executive authority shall have the right to determine the use and take possession of the demised premises for infringement of any of the rules laid down.

(vi) A separate sub-meter will be fixed for the 1st floor and the lessee shall be liable to pay the electric charges. The replacements of bulbs will be made and at the expenses of the lessee.

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(vii) The lessee shall maintain the furniture entrusted to him in proper condition and shall deliver the same to the lessor in sound and proper condition.

Special conditions in respect of the shop building in the Bus stand premises

1. The double shop room 14—33A shall be used for the following:—

- | | |
|-----------------------|--|
| 1. Ice Candy. | 2. Aerated waters. |
| 3. Tea, Coffee, Milk. | 4. Fruits and other manufactured eatables. |

In the above premises, excepting the use of an electric stove or heater or other heating arrangements will be permitted. It shall be open to the lessee to prepare eatables outside and sell them at the premises.

2. The remaining shop rooms, 14—33 B & 14—33 D. E. F. one in the west side and three in the eastern side will be utilised for the sale of:—

- (1) Fruits and eatables, tender cocoanuts etc.
- (2) Cigars, Cigarette, etc.
- (3) Bread and confectionery.
- (4) Aerated waters.

N. B. No heating arrangements will be permitted in these rooms.

Separate sub-meters will be maintained by the lessees and the electrical charges met by them.

Municipal Office, }
Mangalore,
19—2—'52.

M. SANJIVA TALAVA
Executive Authority,
Mangalore Municipality

Buildings - Mangalore M.L. Cl.
Municipal Shop 14 - 33 F
Lease without auction not
objected to

The Commr. Mangalore Mpty.
A7. 9209/52 D/ 20-6-53
Insr. of M.L. Cls. and L. Bds.
N.R.O.C. 44574/53 D/ 24-7-53

Memo. No. 37187-53-1-14 Dated. 5.8.53

In the circumstances
stated by the Commissioner
Mangalore Municipality in his
letter cited, Govt. have no
objection to the acceptance
by the Council of the offer
of Sri. M.S. Baliga to
take up Mpl. shop. no. 14-33 F
on a monthly rent of
Rs 27 (Rupees twenty seven
only) for 1952-53

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1-8-53/ls
18-53

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4.8.53

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